



City of Kirkland, Washington

Request For Proposals

RFP # 38-13-PW

Private Drainage Inspection (PDI) Tracking System

Issue Date: August 22, 2013

Due Date and Time: Monday, September 23, 2013 (4:00 p.m. PDT)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland for:

RFP # 38-13-PW
Private Drainage Inspection (PDI) Tracking System

As emailed attachments to: purchasing@kirklandwa.gov (Subject: Job #38-13-PW, PDI Tracking System)
(Proposals sent as emailed attachments must be in PDF or MS Word format)

Or as sealed proposals to: City of Kirkland
Attn.: Job # 38-13-PW, PDI Tracking System
123 5th Avenue
Kirkland, WA 98033

until: Date: Monday, September 23, 2013
Time: **4:00 PM PDT**

Proposals received after the specified date and time will not be considered. Proposers accept all risks of late delivery of mailed submittals regardless of fault.

The City of Kirkland reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal, evaluation, and selection process. This RFP does not obligate the city to pay any costs incurred by respondents in the preparation and submission of their proposals. Furthermore, the RFP does not obligate the city to accept or contract for any expressed or implied services.

It is the city's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

The city is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful consultant must comply with the city's equal opportunity requirements.

Dated this 22nd day of August, 2013.

City of Kirkland
Attn.: Barry Scott, Purchasing Agent
123 5th Avenue
Kirkland, WA 98033

1. GENERAL INFORMATION

1.1 RFP AND PROJECT CONTACT INFORMATION

RFP #	38-13-PW
RFP title:	Private Drainage Inspection (PDI) Tracking System
Date issued:	Wednesday, August 22, 2013
Contact person:	Xiaoning Jiang, GIS Administrator
e-mail Address:	xjiang@kirklandwa.gov
Proposals due:	4:00 p.m., Monday, September 23, 2013
Submit proposals to:	PDI Tracking System RFP City of Kirkland Attn: Barry Scott, Purchasing Agent 123 5 th Avenue Kirkland, WA 98033

1.2 PURPOSE OF SOLICITATION

With this solicitation, the City of Kirkland intends to engage the services of a highly qualified firm to provide software implementation services for a particular program in its Public Works Department. Other city work groups will be involved as well, especially the Information Technology Department. The city prefers – but does not absolutely require – a commercial off-the-shelf (COTS) solution. The city will carefully consider all substantive responses to this RFP, *including* those that embody customized, hybrid, or otherwise creative solutions for meeting the city’s stated business needs as set out in this document. As will be reiterated in the following sections, the city would like *all* proposers to present and justify their intended approach in clear, concise, and unambiguous terms.

1.3 PROJECT BACKGROUND

The City of Kirkland owns and maintains three major utility systems: water, wastewater, and surface water drainage. All three have regional as well as local implications in regard to state and federal water quality requirements, NPDES permitting, Endangered Species Act statutes, public safety, etc. The surface water drainage utility primarily exists on city-owned property and in the public right of way, although some facilities and connecting links are located on private property easements. An emerging activity within the Public Works Department is the Private Drainage Inspection (PDI) program, where city staff work collaboratively with over 1300 entities at 750 sites, including multi-family complexes, businesses, churches, schools, etc., to provide on-site technical expertise on managing stormwater runoff. PDI involves two components: 1) periodic inspection of the non-city-owned infrastructure, and 2) direct contact with property owners and businesses on inspection status, including corrective maintenance action if needed. With increasingly stringent state water quality requirements, it has become city policy for all private entities with surface water drainage systems to participate in this program because of their significant runoff contribution to the city infrastructure.

In addition to the five city Public Works staff who are responsible for PDI, there are code enforcement staff (Planning and Community Development Department), and technical analysts (Information Technology Department) who are key participants in this program. In particular, PDI staff work closely with IT's GIS Division to ensure that data maintenance occurs regularly and accurately.

Public Works staff who are responsible for PDI currently use the following tools and processes to manage their work:

- A Microsoft Access (2010) database to log events and results
- The city's intranet GIS Browser, including surface water drainage infrastructure, for site maps
- Desktop GIS for additional GIS capabilities
- A document library containing standard educational materials, form letters, etc.
- Manual and digital documentation of work activities, including planned inspections, follow-up site visits, notifications, etc.
- Access to other city business applications: permitting, asset management, utility billing, etc.

PDI program staff also regularly interface with other city business applications including:

- Permitting: Energov (9.5.99)
- Asset Management: Hansen (7.7)
- Utility Billing: Springbrook (7.09)
- Video Inspection: Granite XP (5.3.1)
- Enterprise GIS: ArcSDE (10.0); ArcGIS Server (10.1)
- MS SQL Server (2008)

PDI program staff believe numerous elements of their work flow, particularly storage and retrieval of status tracking records, could benefit from an automated approach. At present there is an excess of redundant data entry, inefficient searching for status information, and inability to access tabular records through GIS. City staff envision a GIS-centric application that will significantly streamline their work flow, improving customer service and reducing costs.

1.4 PROJECT SCOPE

The city has planned diligently for this implementation in several ways. First, it has spent significant time identifying, prioritizing, refining, and documenting business requirements. City staff also have conducted site visits to a number of agencies with software implementations similar to what Kirkland envisions, to better understand the possibilities and limitations of various solutions. Finally, the city has obtained adequate funding to execute this project with a highly qualified vendor.

In implementing this software solution, the city realizes it may need to redesign, reorganize, or otherwise augment some of its PDI records repository, as well as GIS data sets. The selected vendor will not be expected to undertake these tasks, but will consider them as part of developing a comprehensive, functional software solution. The city also is aware that the final solution it purchases will not necessarily meet every need of every user, and will evolve as in any other IT implementation life cycle.

Following selection of a vendor, city staff expect this project to follow a highly structured approach which includes the following tasks:

- Project plan
- Other ramp-up activities
- Initial software development
- City user testing
- Software refinements (if required)
- Training
- Roll-out

1.5 PROJECT TIMELINE

The following timeline is tentative and should be addressed in the respondent's proposal as set out in the next section (2. Administrative Requirements):

- | | |
|---|--------------------|
| • Contract signed/Notice to Proceed | October 1, 2013 |
| • Project Kick-off and plan complete: | October 15, 2013 |
| • Initial software development complete | December 2, 2013 |
| • Soft launch/User training/User testing | December 3-6, 2013 |
| • Software refinements complete (if needed) | January 14, 2014 |
| • Roll-out | January 20, 2014 |
| • Project closeout | January 24, 2014 |

1.6 PROJECT BUDGET

The city has a budget of approximately \$80,000 for this project.

2. ADMINISTRATIVE REQUIREMENTS

2.1 RFP SCHEDULE

The following dates are estimates and are subject to change by the city:

- Proposal release August 22, 2013
- Questions due August 28, 2013
- Questions/answers posted September 3, 2013
- Proposals due by 4:00 pm PDT September 23, 2013
- Evaluation complete September 30, 2013
- Vendor interviews October 1-4, 2013
- Selection October 8, 2013
- Contract signed October 11, 2013

2.2 ADDITIONAL INFORMATION

The city will provide existing reference materials relevant to this project via the following link. These include a MS Access database, flow charts, and document library.

Dropbox link to the folder PDI_RFP:

<https://www.dropbox.com/sh/hczy6gi3v5hcvo2/XclrWGvXqN>

2.2 QUESTIONS AND COMMUNICATION

Vendors may submit questions via e-mail until 4 p.m. PDT, August nn, 2013. The contact e-mail address for these questions and any other communication is:

xjiang@kirklandwa.gov

2.2 CLARIFICATIONS TO RFP

The city reserves the right to clarify, correct, or otherwise amend the RFP any time up until one week before the September 23, 2013 proposal due date.

2.3 PROPOSAL FORMAT AND CONTENT

Responses to this RFP must follow the format described below. To prepare your proposal, please follow these instructions.

The proposal is in twelve sections, as presented in the table below. Each new section is to begin at the top of a page, should be titled as in the table, and must conform to the page limit. Respondents should focus on accurate, clear, and concise content. Note: Proposal Section 8. Cost Proposal is to be submitted as a separate package.

PROPOSAL SECTION	SECTION TITLE	SECTION CONTENT
1 (1 page)	Cover Letter	Cover letter: on letterhead, introducing your firm or team; stating the length of time for which the proposal will be valid (minimum 120 days from proposal due date); and signed by an officer authorized to bind your company to all proposal content, including services, terms and conditions, and pricing.
2	Company Information and Qualifications	Complete Form #1 (see 4. Appendices / 4.1 Forms) and insert in this section. Include a form for each firm named in your proposal.
3	Audited Financial Statement and Annual Report	In this section include a statement such as “See most recent audited financial statement and annual report at the end of this proposal.” If this cannot be disclosed, please provide a brief statement indicating how you will inform the city of your firm’s financial viability.
4	Exceptions to RFP	Complete Form #2 (see 4. Appendices / 4.1 Forms) and insert in this section.
5 (4 pages)	Scope of Services	In this section, summarize your understanding of our project scope and how you propose to meet the city’s needs. Provide a high-level overview of the major components/features of your proposed software product as well as the overall solution architecture. Summarize alternative approaches or options that you wish to propose.
6	Targeted User Needs / User Stories	Complete Form #3 (see 4. Appendices / 4.1 Forms) and insert in this section. Please provide a short response for each item as to its feasibility and magnitude.
7	Customer References	Complete Form #4 (see 4. Appendices / 4.1 Forms) and insert in this section. Provide at least three city, county, or utility district organizations for whom you have provided software implementation services in the last two years, similar to what Kirkland is envisioning. If applicable, please provide links to applications.
8	Cost Proposal	Complete Form #5 (see 4. Appendices / 4.1 Forms) and package as specified in 2.4 Proposal Delivery (below).
9 (3 pages)	Implementation Methodology	In this section, provide a brief overview of your implementation methodology and timeframe. Also indicate what resources the city is expected to provide.
10	Contract Terms and Conditions	In this section, include a copy of your proposed software license, maintenance, and implementation services agreements.
11 (3 pages)	Alternative Proposal or Other Vendor Information	Provide additional material relevant to the city’s implementation, such as alternative approaches or options to achieve the city’s stated needs.

2.4 PROPOSAL DELIVERY

Submittals may be delivered as either email attachments (PDF or MS Word) or in a sealed envelope or box. All submittals shall be clearly marked with “**Job # 38-13-PW, PDI Tracking System**” by the deadline listed above. If hard copy proposals are submitted, four bound copies each of the primary and cost proposals should be submitted. All proposals must bear the signature of a duly authorized representative of the submitting firm.

Vendors’ costs for developing and delivering this proposal are entirely the responsibility of the vendor and in no way chargeable to the City of Kirkland.

2.5 PUBLIC RECORD

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the city, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the city receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the city (by U.S. mail and by facsimile if the person has provided a contact number) and upon the written request of such person, received by the city within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The city assumes no contractual obligation to enforce any exemption.

2.6 COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

3. PROPOSAL EVALUATION PROCESS

3.1 PROPOSAL EVALUATION CRITERIA

The table below identifies evaluation criteria that a city selection committee will utilize in the initial screening of vendor proposals.

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal (i.e., were all sections and forms completed as specified in the RFP, clear, and unambiguous?)	10
Experience/Qualifications (i.e., is the vendor expert in key technical disciplines such as business applications, GIS, and web development; does the vendor have adequate experience providing IT services in the government sector; are sufficient resources in place to do this work for the duration of the city's project; vendor references)	40
Scope of Services (i.e., how closely does the proposed solution match the city's stated needs; were any innovative or creative options proposed that would help the city achieve a successful project outcome; were any significant exceptions taken to city terms and conditions)	30
Budget (i.e., does the budget seem reasonable for the Scope of Services proposed; does the budget provide the city with good value; and is there a tangible return on investment that the city can point to for this proposed solution)	20
Total	100

1.2 PROPOSAL EVALUATION

The city will convene a selection committee to review, screen, and score vendor proposals based on the criteria above. Reference checks and/or site visits may or may not be done as part of this evaluation process. Depending on the scoring results, the committee may opt to make a tentative vendor selection, create a short list of no more than four firms, conduct phone or on-site interviews, or possibly some combination of these. Depending on these variables, the final selection and notification of the apparent successful vendor may be slightly delayed.

1.3 REQUEST FOR FURTHER INFORMATION, VENDOR INTERVIEWS AND DEMOS

The Selection Committee may contact vendor(s) to request supplementary information to clarify proposal content in order to assist evaluation and final scoring. This may include communication by e-mail, conference call, or Web conferencing. The city may also invite one or more vendors to appear on site for an in-person interview. If such meetings involve a scripted demo, the affected vendor(s) will be advised of this with sufficient time to prepare in advance.

3.4 SELECTION AND CONTRACTING

When the selection committee is convinced it has a preferred vendor in the evaluation process, that firm will be so notified and asked to begin contract negotiation. This will mainly be the city's standard Professional

Services Agreement (see 4. Appendices), scope of work refinement, and finalizing pricing. Software licensing and related matters will be reviewed but not necessarily finalized at this time.

The city reserves the right to reject any and all proposals, and to waive irregularities and informalities in this procurement process. This RFP does not obligate the city to pay any costs incurred by any respondent, nor to accept or contract for any expressed or implied services. If the highest-ranked vendor and the city fail to successfully execute a contract, the city may opt to negotiate with the next-highest ranked vendor. The city is under no obligation whatsoever until both parties have signed, and no chargeable costs may accrue until contract execution as well.

The successful vendor or vendor team must be licensed to do business in the City of Kirkland and Washington state. All state and federal taxes applicable to this project are the responsibility of the vendor or vendor team.

4. APPENDICES

4.1 FORMS

Form 1 – Company Information and Qualifications

Complete this form and insert it in the appropriate section of the proposal.

Company Information	Response
1. Contact Information	
1. Company Name	
2. Name and Title of Primary Contact Person	
3. Company Address	
4. Phone	
5. E-mail address	
6. Company Web Site	
2. Regional Offices and Staff	
• Is your organization local, regional, national, or international?	
• If applicable, which company office will handle this project?	
• What range of services is offered by the above office?	
3. Company Information	
• Briefly describe your company and the characteristics that set it apart	
• Briefly describe how you will meet Kirkland's requirements and maximize our return on investment	
• Year founded	
• Private or public (exchange, listing code)	
• Fiscal year end	
• Revenue (current year)	
• Revenue (prior year)	
• Net Income/loss (current year)	
• Net Income/loss (prior year)	
• % of gross revenue generated by proposed software and related maintenance/services	

<ul style="list-style-type: none"> • Parent company (if applicable) 	
<ul style="list-style-type: none"> • Describe parent company's relationship with proposing entity (if applicable) 	
<ul style="list-style-type: none"> • Genealogy of proposing entity (changing business focus, name changes, acquisition/merger, etc.) 	
<ul style="list-style-type: none"> • Are there planned acquisitions/mergers in the near future? 	
<ul style="list-style-type: none"> • Please disclose litigation (and outcomes) in the last year 	
4. Number of Employees	
<ul style="list-style-type: none"> • Company-wide; what proportion of these are in U. S. 	
<ul style="list-style-type: none"> • Employees dedicated to proposed software; what proportion of these are in U. S. 	
<ul style="list-style-type: none"> • Number of employees in office that will be handling this project 	
5. Number of Customers Using the Proposed Software	
<ul style="list-style-type: none"> • Total worldwide 	
<ul style="list-style-type: none"> • Total in U.S. 	
<ul style="list-style-type: none"> • Number of cities using the proposed software 	
<ul style="list-style-type: none"> • Number of cities using the proposed version 	
<ul style="list-style-type: none"> • Number of Washington cities using the proposed software 	
6. List Customers With Requirements Similar to Kirkland's	
7. Vendor's Target User Profile for Proposed Software (size and budget of client agency)	
8. Vendor's Implementation Model (direct, VAR, implementation partner, etc.)	
9. Version Schedule	
<ul style="list-style-type: none"> • Current version and general availability release date 	
<ul style="list-style-type: none"> • Proposed version and general availability release date 	
<ul style="list-style-type: none"> • Estimated release date for next version 	
<ul style="list-style-type: none"> • Typical release schedule and installation time requirements 	
<ul style="list-style-type: none"> • Number of prior versions supported 	
10. User Protection Plan(s) (if applicable)	
<ul style="list-style-type: none"> • Source code held in escrow 	
<ul style="list-style-type: none"> • No charge to migrate to a similar new software (e.g. new technology) 	
<ul style="list-style-type: none"> • Other option(s) 	

11. Vendor Experience With ArcGIS Server and SQL Server	
12. Track Record With Municipal Implementations Including Meeting Deadlines	
13. Depth of Project Management Resources	
14. Successful GIS-centric Application Development With at Least Three Public Agency Clients in the Last Two Years	

Form 2 – Exceptions To RFP Or City Of Kirkland Professional Services Agreement

Complete this form and insert it in the appropriate section of the proposal.

Firm or Individual	
Title	
Address	
Telephone	
E-mail	
Exceptions	No _____ Yes (see below) _____
Exception 1	Proposed Alternative
Exception 2	Proposed Alternative
Exception 3	Proposed Alternative

Add rows as needed.

Except as noted above, the undersigned hereby agrees to comply with the terms and conditions put forth in both the RFP and the standard city Professional Services Agreement.

Authorized signature

Date _____

Form 3 – Targeted User Needs and User Stories

Complete this form and insert it in the appropriate section of the proposal. For each numbered item in the first table, enter a “Yes,” “No,” or “Partial” in the “Provided” column. For those items marked “Yes” or “Partial,” describe in the “Response” column how your proposed solution will meet this need. Please respond to both tables included in this section.

User Need	Provided	Response
1. Kirkland has standardized its GIS and database environment using ESRI’s ArcGIS and MS SQL Server.		
2. The application should be scalable to accommodate future growth in both geography and density of map information		
3. The application should be compatible with all web browsers that support the World Wide Web Consortium (W3C) standards.		
4. The application must be compatible with mobile devices/operating systems such as Windows CE, iPhone, and Google Android.		
5. The application needs to balance performance with functionality.		
6. The application should have bi-directional links to other city business systems (see Section 1.3, Page 4)		
7. Help Desk support for limited number of city staff		
8. Support includes all software updates and upgrades without additional fees		
9. Support includes error corrections (hot fix releases)		
10. Support includes assistance on any customizations that are needed to meet the requirements of this RFP and/or contract		
11. Support includes technical assistance on the installation, use, performance tuning, maintenance, and repair of the hardware/software necessary to meet the requirements of this RFP and/or contract.		
12. Support and maintenance contract shall include all third-party licensed technology that is necessary to meet the requirements of this RFP and/or contract. Any such items <u>not</u> covered are to be specifically identified.		
13. Specify location of support services		
14. Specify hours of operation		
15. Describe user self-help tools		
16. Describe each level of support		

17. Describe Help Desk escalation procedures/processes		
18. Specify Help Desk response times		
19. Describe how software and/or database updates are transmitted/communicated to customers.		

User Stories:

I want to...	so that...	Priority	Response
1. have the system be linear, intuitive, user friendly, and reflect my regular work flows	I can minimize my learning curve and maximize my use of the application	High	
2. enter or log sediment, condition, dates, structure types, filters, etc.; basically all inspection details	I can be knowledgeable in responding to private system inquiries and other communications, track progress by month/quarter/year, etc.	High	
3. easily learn quantity, type, and distribution of structures on each system	I can plan my work schedule, better communicate with the customer, and monitor progress on my work plan	High	
4. revise system information including owner/manager contact information	city staff have current information for dealing with each other and the customer	High	
5. access private drainage system maintenance details	I can see who cleaned any given system, and also see what other systems a vendor/contractor has worked on.	Low	
6. have access to all current business locations, both in table and map formats, and have the ability to add a new business independent of Energov	I can better prepare for extraordinary system inspections	High	
7. track Best Management Practice (BMP) inspection information from Source Control Inspection Forms including results	I can plan my work schedule, better communicate with the customer, and monitor progress on my work plan	High	
8. track other agency involvement (such as King County, Ecology, etc.)	the city can have multi-jurisdictional collaboration	High	
9. be able to store, organize, access, and manage contact dates and comments for each system	I can be responsive to the public and efficient in my work plan	High	
10. access source documents to track permit compliance (deadlines, who, what, when notified NPDES)	I can coordinate storm drainage issue responses better	High	
11. avoid entering data more than once	I improve accuracy and save time	High	
12. be able to communicate with customers via e-mail and archive communication (correspondence, voice mail, email)	I have an electronic 'paper trail' in case I need to get code enforcement involved	High	
13. be able to review complete inspection history of any structure at	I can analyze for trends, recurring problems, relaxed maintenance	High	

any system	requirements, etc.		
14. link pictures to each system	I can communicate better with the customer and fellow staff to resolve issues in a timely way	Medium	
15. symbolize inspection activity by individual by time interval (month, quarter, year); helpful for tracking performance and planning future work	I can manage my workload and efficiency measures	High	
16. attach site-specific educational materials to e-mail (from structured document library)	I can streamline communication with customer and save time	High	
17. manually update addresses	Drainage inspection process has the most current and correct addresses possible	High	
18. enter my inspection results while in the field (still generate letters at office)	I can avoid redundant data entry with all its accompanying problems	High	
19. link to Energov to determine when a maintenance bond will be released	I can begin routine city inspections	High	
20. link PDI (Private Drainage Inspection) and Source Control information to Energov modules by address	I can learn more about what is going on at a system, check for any prior code enforcement at this location, and conduct my work more efficiently.	Medium	
21. link to Springbrook	I can cross reference specific addresses and systems, and get the most current address	High	
22. link to Hansen work orders, inspections, and service requests	I can quickly see what public site or ROW maintenance is happening in my area of interest	Medium	
23. query by keywords when speaking with a customer via phone, such as name, address, system ID number, business name	I can quickly locate system in database	High	
24. link to Granite XP	I can get access to any inspection videos that may be in the area	High	
25. enter my inspection results while in the field (still generate letters at office)	I can avoid redundant data entry with all its accompanying problems	High	
26. review and summarize history for sediment and condition of a system	I can analyze for trends, recurring problems, relaxed maintenance requirements, etc.	High	
27. create reports about what has been inspected and what the results were	I can be knowledgeable in responding to private system inquiries and other communications, track progress by month/quarter/year, etc.	High	
28. have the option to easily create a notification letter with the current mailing address and system ID # / business	I can be confident my communications are being sent and received in a timely manner	High	
29. have the option of sending notification letters via USPS or electronically	I save time and postage wherever possible for both city and customer	High	

30. create a report of actions and history related to a system	I have an electronic 'paper trail' for future reference, and to better plan my workload	High	
31. easily create a post-maintenance letter to confirm with customer that work is either complete or incomplete (when maintenance is required)	I can complete my part of the work flow (Code Enforcement may still need to be involved)	High	
32. easily create a post-inspection letter to confirm with customer that no work is needed	I can complete my part of the work flow	High	
33. have generic language that I can edit and place in inspection report	I can communicate cleaning requirements clearly to the customer using a versatile template	High	
34. easily create a corrective-action letter for an inspection or spill response, identifying standard corrective actions and requirements with deadlines	customer and city are clear on what must be done when	High	
35. generate reports based on specific NPDES requirements	the city can comply with its NPDES permit with the least total effort	High	
36. create a complete inspection package (link to system maps, certificate of completion, list of available vendors, etc.; to be included in letter or email)	I can plan my work schedule, better communicate with the customer, and monitor progress on my work plan	High	
37. create follow-up letter(s) if no customer response within the specified time frame (90 day letter)	city can monitor compliance and avoid costly code compliance and potential legal actions	High	
38. revise GIS structure attributes for a particular system	I have current, accurate information from which to plan my work schedule		
39. color code structures on the map display for the inspection report showing which structures failed the inspection	the owner can easily see what needs to be cleaned	High	
40. enter my inspection results, including sediment levels, while in the field utilizing the GIS	I can avoid redundant data entry with all its accompanying problems	High	
41. select all structures by system ID, and create standard map(s) using a template (including .pdf format)	I can save time in both the office and field in generating documents	High	
42. see even, odd, and annually planned system inspections	I can plan my upcoming schedule more efficiently	High	
43. document sediment level in each structure, color coded by depth of sediment	city staff can communicate more effectively on maintenance issues with each system customer	Low	
44. use laptop w/ GIS for field inspection; need to be able to access by system/structure ID, and view attributes	I can save time both in the field and in the office.	High	
45. click on a business, structure, or system and access historic inspection data	I can analyze for trends, recurring problems, relaxed maintenance requirements, etc.	High	
46. provide a map and report of what needs to be cleaned to the owner	I can save time and postage wherever possible for both city and customer	Low	

while in the field			
47. see who I've notified, inspected, approved, etc. in both table and map	I can track my workload and progress efficiently	High	
48. use the application (including GIS) to help me create my annual work plan. (including ability to visualize site structure summary)	my team and the public have a realistic expectation of what will be accomplished	Medium	
49. use the application either visually or in some automated way to help me plan my inspections using optimal routes	I can work more efficiently and meet or exceed my work plan goals	Medium	
50. the application to be expandable as new operating systems, software releases, etc. happen	city staff don't end up with outdated and useless work processes	High	

Form 4 – Customer References

Complete this form for each of three client agencies as specified in the Section 2.3 table, Page 7 (above). insert it in the appropriate section of the proposal.

Client # 1	Response
Client name	
Contact name and title	
Contact phone number	
Contact e-mail address	
Type(s) of services provided to this client	
Were services provided to this client similar to what Kirkland is requesting? Explain.	
If available, provide link (URL) to live example of this work	
Contract duration	
Contract amount	

Form 5 – Cost Proposal

Complete and deliver this form as specified in the Section 2.3 table, Page 7 (above).

Item	Response
Estimating Approach (provide a brief narrative that explains the basis for your estimates)	
Fee Structure (describe the basic components of your fee structure)	
Cost Breakdown 1. Software licensing 2. Consulting 3. Hardware 4. Interface 5. Training 6. Support 7. Annual maintenance 8. Project management 9. Other costs	
Cost Summary (one-time and ongoing)	
Excluded costs	
Were services provided to this client similar to what Kirkland is requesting? Explain.	
If available, provide link (URL) to live example of this work	
Contract duration	
Contract amount	

4.2 CITY OF KIRKLAND PROFESSIONAL SERVICES AGREEMENT

Attachment A to this RFP is the standard City of Kirkland Professional Services Agreement.



PROFESSIONAL SERVICES AGREEMENT

Attachment A

Job Name and Number

The City of Kirkland, Washington, a municipal corporation ("City") and _____,
whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the

Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard, Deputy City Manager

Date: _____

Date: _____